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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ADINA RINGLER, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

THE J.M. SMUCKER COMPANY,

Defendant.

Case No. 2:25-cv-01138-AH-E

**STIPULATED PROTECTIVE
ORDER AND ORDER**

[Discovery Document: Referred to
Magistrate Judge Charles F. Eick]

Action Filed: February 10, 2025

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials,

1 to adequately protect information the parties are entitled to keep confidential, to
2 ensure that the parties are permitted reasonable necessary uses of such material in
3 preparation for and in the conduct of trial, to address their handling at the end of the
4 litigation, and serve the ends of justice, a protective order for such information is
5 justified in this matter. It is the intent of the parties that information will not be
6 designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10 2. DEFINITIONS

11 2.1 Action: *Adina Ringler v. The J.M. Smucker Company*, United States
12 District Court Case No.: 2:25-cv-01138-AH-KES.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
18 Cause Statement.

19 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
20 Information or Items: for purposes of this Order, Highly Confidential Material shall
21 include, but is not limited to, any Confidential Information or Items as defined herein,
22 which also includes non-public product design and testing information or extremely
23 sensitive, highly confidential, non-public information, consisting either of trade
24 secrets or proprietary or other highly confidential business, financial, regulatory, or
25 strategic information (including information regarding business plans, technical data,
26 and non-public designs), the disclosure of which would create a substantial risk of
27 competitive or business injury to the Producing Party.

28 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their

1 support staff).

2 2.6 Designating Party: a Party or Non-Party that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY.”

6 2.7 Disclosure or Discovery Material: all items or information, regardless of
7 the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced or
9 generated in disclosures or responses to discovery in this matter.

10 2.8 Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve as
12 an expert witness or as a consultant in this Action.

13 2.9 House Counsel: attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.10 Non-Party: any natural person, partnership, corporation, association, or
17 other legal entity not named as a Party to this action.

18 2.11 Outside Counsel of Record: attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm which
21 has appeared on behalf of that party, and includes support staff.

22 2.12 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.14 Professional Vendors: persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 2.15 Protected Material: any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or extracted
11 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
12 Protected Material; and (3) any testimony, conversations, or presentations by Parties
13 or their Counsel that might reveal Protected Material. However, the protections
14 conferred by this Stipulation and Order do not cover the following information: (a)
15 any information that is in the public domain at the time of disclosure to a Receiving
16 Party or becomes part of the public domain after its disclosure to a Receiving Party
17 as a result of publication not involving a violation of this Order, including becoming
18 part of the public record through trial or otherwise; and (b) any information known to
19 the Receiving Party prior to the disclosure or obtained by the Receiving Party after
20 the disclosure from a source who obtained the information lawfully and under no
21 obligation of confidentiality to the Designating Party.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations imposed
26 by this Order shall remain in effect until a Designating Party agrees otherwise in
27 writing or a court order otherwise directs. Final disposition shall be deemed to be the
28 later of (1) dismissal of all claims and defenses in this Action, with or without

1 prejudice; and (2) final judgment herein after the completion and exhaustion of all
2 appeals, rehearings, remands, trials, or reviews of this Action, including the time
3 limits for filing any motions or applications for extension of time pursuant to
4 applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection under this
8 Order must take care to limit any such designation to specific material that qualifies
9 under the appropriate standards. The Designating Party must designate for protection
10 only those parts of material, documents, items, or oral or written communications that
11 qualify so that other portions of the material, documents, items, or communications
12 for which protection is not warranted are not swept unjustifiably within the ambit of
13 this Order.

14 Mass, indiscriminate, or routinized designations are discouraged.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
20 or ordered, Disclosure or Discovery Material that qualifies for protection under this
21 Order must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions or other pretrial or trial
25 proceedings), that the Producing Party affix at a minimum, the legend
26 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
27 contains protected material. If only a portion or portions of the material on a page
28 qualifies for protection, the Producing Party also must clearly identify the protected

1 portion(s) (e.g., by making appropriate markings in the margins).

2 (b) to the extent that information stored or recorded in the form of electronic
3 or magnetic media (including information, files, databases, or programs stored on any
4 digital or analog machine-readable device, computers, Internet sites, discs, networks,
5 or tapes) (“Computerized Material”) is produced by any Party in such form, the
6 Producing Party may designate such materials as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by marking the container in
8 which the media is produced as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
9 – ATTORNEYS’ EYES ONLY.” For electronically stored information produced in
10 native format, designation of documents as “as “CONFIDENTIAL” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be made in a produced
12 metadata field or in the file name. Whenever any Party receives Computerized
13 Material or documents produced in native format that have been designated as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY”, if such Party reduces such material to hardcopy form, that Party shall mark
16 the hardcopy form with the as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
17 – ATTORNEYS’ EYES ONLY” designation.

18 (c) a Party or Non-Party that makes original documents available for
19 inspection need not designate them for protection until after the inspecting Party has
20 indicated which documents it would like copied and produced. During the inspection
21 and before the designation, all of the material made available for inspection shall be
22 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
23 it wants copied and produced, the Producing Party must determine which documents,
24 or portions thereof, qualify for protection under this Order. Then, before producing
25 the specified documents, the Producing Party must affix the “CONFIDENTIAL
26 legend” to each page that contains Protected Material. If only a portion or portions of
27 the material on a page qualifies for protection, the Producing Party also must clearly
28 identify the protected portion(s) (e.g., by making appropriate markings in the

1 margins).

2 (d) a Party or Non-Party may designate the transcript of any deposition in
3 this action, or any portion thereof, including exhibits thereto, as “CONFIDENTIAL”
4 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by either so
5 advising the court reporter and the Parties on the record during the taking of the
6 deposition or within thirty (30) days after receipt of the deposition transcript by
7 written designation served upon the Parties. If all or any portion of a deposition is
8 designated as being subject to this Protective Order, the court reporter and any Parties
9 possessing any transcripts shall label the cover page of each transcript or copy thereof
10 to state that the deposition includes as “CONFIDENTIAL” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, and shall label as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY” each of the pages of the transcript or exhibits that contain Protected Material.

14 (e) for testimony given in depositions that the Designating Party identify the
15 Disclosure or Discovery Material on the record, before the close of the deposition all
16 protected testimony. Alternatively, the Designating Party may identify the protected
17 portion(s) of a deposition transcript in writing within thirty (30) days of receipt of the
18 deposition transcript.

19 (f) for information produced in some form other than documentary and for
20 any other tangible items, that the Producing Party affix in a prominent place on the
21 exterior of the container or containers in which the information is stored the legend
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” If only a portion or portions of the information warrants protection, the
24 Producing Party, to the extent practicable, shall identify the protected portion(s).

25 (g) if responses to interrogatories, requests for admission, or other written
26 responses to discovery quote, summarize, or contain Protected Material, the Parties
27 may designate them as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY” by marking the face of any such response with one of

1 the legends set forth above and indicating the page and line references of the material
2 that are to be subject to this Protective Order.

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
4 to designate qualified information or items will not result in or be construed as a
5 waiver, in whole or in part, of (a) the producing Party's claims of confidentiality either
6 as to the specific information disclosed or more generally as to the subject matter of
7 the information disclosed, or (b) the Party's right to later designate the material as
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
9 ONLY" pursuant to this Protective Order. In the event that a Party produces any
10 Protected Material without attaching one of the legends described in Paragraph 5.2
11 above, the Party may subsequently designate within a reasonable time the material as
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
13 ONLY" by forwarding to the opposing Party copies of the material bearing one of the
14 legends required by Paragraph 5.2 and requesting that the opposing Party destroy all
15 prior copies of the Protected Material. Upon receipt of such a request, the opposing
16 Party shall destroy all copies of the Protected Material as originally produced and
17 replace them with copies bearing the appropriate confidentiality legend.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
20 of confidentiality at any time that is consistent with the Court's Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
22 process under Local Rule 37.1 et seq. or follow the procedures for informal,
23 telephonic discovery hearings on the Court's website. To avoid ambiguity as to
24 whether a challenge has been made, the written notice must recite that the challenge
25 to confidentiality is being made in accordance with this specific paragraph of the
26 Protective Order. The parties shall attempt to resolve each challenge in good faith and
27 must begin the process by conferring directly (in voice to voice dialogue; other forms
28 of communication are not sufficient) within 14 days of the date of service of notice.

1 In conferring, the Challenging Party must explain the basis for its belief that the
2 confidentiality designation was not proper and must give the Designating Party an
3 opportunity to review the designated material, to reconsider the circumstances, and,
4 if no change in designation is offered, to explain the basis for the chosen designation.
5 A Challenging Party may proceed to the next stage of the challenge process only if it
6 has engaged in this meet and confer process first or establishes that the Designating
7 Party is unwilling to participate in the meet and confer process in a timely manner.

8 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
9 intervention, the Designating Party shall file and serve a Motion to Maintain
10 Confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
11 79-5, if applicable) within 14 days of the initial notice of challenge or within 14 days
12 of the parties agreeing that the meet and confer process will not resolve their dispute,
13 whichever is earlier. Each such motion must be accompanied by a competent
14 declaration affirming that the movant has complied with the meet and confer
15 requirements imposed in the preceding paragraph. Failure by the Designating Party
16 to make such a motion including the required declaration within 14 days shall
17 automatically waive the confidentiality designation for each challenged designation.
18 In addition, the Challenging Party may file a motion challenging a confidentiality
19 designation at any time if there is good cause for doing so, including a challenge to
20 the designation of a deposition transcript or any portions thereof. Any motion brought
21 pursuant to this provision must be accompanied by a competent declaration affirming
22 that the movant has complied with the meet and confer requirements imposed by the
23 preceding paragraph.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived
28 or withdrawn the confidentiality designation, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this Action. Protected
7 Material shall not be used for any other purpose without separate written agreement
8 of the Party that produced the Protected Material. Such Protected Material may be
9 disclosed only to the categories of persons and under the conditions described in this
10 Order. All other disclosure and use of Protected Material during the pendency of this
11 action or after its termination are hereby prohibited. Nothing in this Protective Order,
12 however, precludes a Party from making disclosures to government authorities to the
13 extent that it is required to disclose Protected Material by law. When the Action has
14 been terminated, a Receiving Party must comply with the provisions of section 13
15 below (FINAL DISPOSITION). Protected Material must be stored and maintained by
16 a Receiving Party at a location and in a secure manner that ensures that access is
17 limited to the persons authorized under this Order.

18 Any copy made of Protected Material shall have the same status as the original.
19 Protected Material shall be used (if otherwise relevant and admissible) solely for the
20 litigation of this action.

21 Any person in possession of another Party's Protected Material shall exercise
22 the same care with regard to the storage, custody, or use of Protected Material as they
23 would apply to their own material of the same or comparable sensitivity. Receiving
24 Parties must take reasonable precautions to protect Protected Material from loss,
25 misuse and unauthorized access, disclosure, alteration and destruction, including but
26 not limited to:

27 (a) Protected Material in electronic format shall be maintained in a secure
28 litigation support site(s) that applies standard industry practices regarding data

1 security, including but not limited to application of access control rights to those
2 persons entitled to access Protected Material under this Order;

3 (b) Any Protected Material downloaded from a litigation support site in
4 electronic format shall be stored only on devices (e.g. laptop, tablet, smartphone,
5 thumb drive, portable hard drive) that are password protected and/or encrypted with
6 access limited to persons entitled to access Protected Material under this Order. If the
7 user is unable to password protect and/or encrypt the device, then the Protected
8 Material shall be password protected and/or encrypted at the file level;

9 (c) Protected Material in paper format is to be maintained in a secure location
10 with access limited to persons entitled to access Protected Material under this Order;

11 (d) Summaries of Protected Material, including any lists, memorandum, indices
12 or compilations prepared or based on an examination of Protected Material, that quote
13 from or paraphrase Protected Material in a manner that enables it to be identified shall
14 be accorded the same status of confidentiality as the underlying Protected Material;

15 (e) If the Receiving Party discovers a breach of security relating to the Protected
16 Material of a Producing Party, the Receiving Party shall: (1) provide written notice to
17 the Producing Party of the breach within 48 hours of the Receiving Party's discovery
18 of the breach; (2) investigate and remediate the effects of the breach, and provide the
19 Producing Party with assurance reasonably satisfactory to the Receiving Party that the
20 breach shall not recur; and (3) provide sufficient information about the breach that the
21 Producing Party can ascertain the size and scope of the breach. The Receiving Party
22 agrees to cooperate with the Producing Party or law enforcement in investigating any
23 such security incident

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
25 ordered by the court or permitted in writing by the Designating Party, a Receiving
26 Party may disclose any information or item designated "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to

1 disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of the
3 Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
5 is reasonably necessary for this Action and who have signed the “Acknowledgment
6 and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
10 to whom disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
16 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
17 not be permitted to keep any confidential information unless they sign the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
19 agreed by the Designating Party or ordered by the court. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material may be
21 separately bound by the court reporter and may not be disclosed to anyone except as
22 permitted under this Stipulated Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel, mutually
24 agreed upon by any of the parties engaged in settlement discussions.

25 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
27 writing by the Designating Party, a Receiving Party may disclose any information or
28 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY only

1 to:

2 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
3 employees and subcontractors of said Outside Counsel of Record to whom it is
4 reasonably necessary to disclose the information for this litigation and who have
5 signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as
6 Exhibit A;

7 (b) the Parties to the litigation, provided they have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (c) Designated House Counsel of the Receiving Party (1) who has no
10 involvement in competitive decision-making, (2) to whom disclosure is reasonably
11 necessary for this litigation, (3) who has signed the "Acknowledgment and Agreement
12 to Be Bound" (Exhibit A);

13 (d) Experts of the Receiving Party (1) to whom disclosure is reasonably
14 necessary for this litigation, (2) who have signed the "Acknowledgment and
15 Agreement to Be Bound" (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial consultants, mock
18 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
19 litigation and who have signed the "Acknowledgment and Agreement to Be Bound"
20 (Exhibit A);

21 (f) any mediator(s) or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the Parties engaged in settlement discussions; and

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information and their
25 attorneys.

26 Disclosure of Protected Material in accordance with this Protective Order shall
27 not effect, nor shall it be deemed to effect, a waiver of the attorney-client privilege,
28 the work-product immunity, or any other privilege or immunity from disclosure to

1 which such Protected Material may be entitled, whether in this action or in any other
2 action or as to any non-party.

3 This Protective Order shall not prevent the Parties from using or disclosing their
4 own documents and other materials in any manner for any business or personal
5 reason, notwithstanding their designation as Protected Material subject to this
6 Protective Order. The use or disclosure by a Party of its own documents or materials
7 shall not terminate, waive or otherwise diminish in any way the status of such
8 documents or materials as Protected Materials subject to this Protective Order.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
10 OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation
12 that compels disclosure of any information or items designated in this Action as
13 “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to
17 issue in the other litigation that some or all of the material covered by the subpoena
18 or order is subject to this Protective Order. Such notification shall include a copy of
19 this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued
21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with
23 the subpoena or court order shall not produce any information designated in this action
24 as “CONFIDENTIAL” before a determination by the court from which the subpoena
25 or order issued, unless the Party has obtained the Designating Party’s permission. The
26 Designating Party shall bear the burden and expense of seeking protection in that court
27 of its confidential material and nothing in these provisions should be construed as
28 authorizing or encouraging a Receiving Party in this Action to disobey a lawful

1 directive from another court.

2 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
3 PRODUCED IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information produced by a Non-
5 Party in this Action and designated as "CONFIDENTIAL." Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Order. Nothing in these provisions should be
8 construed as prohibiting a Non-Party from seeking additional protection.

9 (b) In the event that a Party is required, by a valid discovery request, to produce
10 a Non-Party's confidential information in its possession, and the Party is subject to an
11 agreement with the Non-Party not to produce the Non-Party's confidential
12 information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a
18 reasonably specific description of the information requested; and

19 (3) make the information requested available for inspection by the Non-
20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within 14
22 days of receiving the notice and accompanying information, the Receiving Party may
23 produce the Non-Party's confidential information responsive to the discovery request.
24 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
25 any information in its possession or control that is subject to the confidentiality
26 agreement with the Non-Party before a determination by the court. Absent a court
27 order to the contrary, the Non-Party shall bear the burden and expense of seeking
28 protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 12.3 Filing Protected Material. A Party that seeks to file under seal any
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal is
6 denied by the court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the court.

8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 4, within 60
10 days of a written request by the Designating Party, each Receiving Party must return
11 all Protected Material to the Producing Party or destroy such material. As used in this
12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
13 summaries, and any other format reproducing or capturing any of the Protected
14 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
15 must submit a written certification to the Producing Party (and, if not the same person
16 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
17 category, where appropriate) all the Protected Material that was returned or destroyed
18 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
19 compilations, summaries or any other format reproducing or capturing any of the
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
21 archival copy of all pleadings, motion papers, trial, deposition, and hearing
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
23 reports, attorney work product, and consultant and expert work product, even if such
24 materials contain Protected Material. Any such archival copies that contain or
25 constitute Protected Material remain subject to this Protective Order as set forth in
26 Section 4 (DURATION).

1 14. Any willful violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 Dated: July 3, 2025

WINSTON & STRAWN LLP

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15 Attorneys for Defendant The J.M. Smucker
16 Company

17 Dated: July 3, 2025

CROSNER LEGAL, P.C.

18 By: /s/ Craig W. Straub

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21 Beverly Hills, CA 90210

22 Tel: (866) 276-7637

Fax: (310) 510-6429

23 Attorneys for Plaintiff Adina Ringler

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2
3 DATED: July 3, 2025

4 

5 _____
Charles F. Eick

6 United States Magistrate Judge
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SIGNATURE ATTESTATION

The filer of this document attests that all signatories have concurred in its filing.

Dated: July 3, 2025

By: /s/ Craig W. Straub
CRAIG W. STRAUB

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of *Adina Ringler v. The J.M. Smucker Company*, Case No. 2:25-cv-
01138-AH-KES I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name]
of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____